

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-15-67078

HUD# 07-15-0322-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JOHN E. BECK

Krupp Apartments

1209 West 16th Street South Apartment 202

Newton, Iowa 50208

MGSD, LLC, DBA KRUPP RENTALS

c/o John Beck

1209 West 16th Street South Apartment 202

Newton, Iowa 50208

COMPLAINANT

JONNIE TATE

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent John E. Beck made racist and other discriminatory statements indicating that African Americans are not welcome as tenants at Respondents' rental properties. In addition, Complainant alleged Respondents subsequently terminated her tenancy based on race. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, an 18-unit apartment complex located at 1301 West 16th Street South Apartment 106, Newton, Iowa 50208.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.

42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

3. Respondents acknowledge the ICRA makes it unlawful to directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited.

Iowa Code § 216.8(1)(c).

Respondents acknowledge the Fair Housing Act (FHA) makes, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (§ 804(c) of the Fair Housing Act).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban

Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree John E. Beck, and each of Respondents' current employees or agents who are involved in the management or operation of residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition of racist and other discriminatory statements. In addition, This class will also include sensitivity training that shall be designed to help Respondents understand and respect people of varying races or national origins, and thereby become more tolerant of people with different beliefs or backgrounds. The training shall also be designed to help Respondents understand and overcome attitudes or perceptions that are based on stereotypes or untruths.

The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Relief for Complainant

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$1,900.00 without any deductions. Complainant shall be fully liable for any taxes associated with the settlement amount. Respondents agree the Settlement Check will be made out to Jonnie Tate and will be mailed to Natalie Burnham with the Iowa Civil Rights Commission at the address listed on page one of this Agreement. Ms. Burnham will send the Settlement check to Complainant.

Reporting and Record-Keeping

12. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing and sensitivity training in the form of a certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signatures on the Following Page (Page 5)

John E. Beck, RESPONDENT

Date

MGSD, LLC, DBA Krupp Rentals, RESPONDENT

Date

Jonnie Tate, COMPLAINANT

Date

Don Grove, Acting Executive Director

Date

IOWA CIVIL RIGHTS COMMISSION